

## IMPROVEMENT AREA #1 LANDOWNER AGREEMENT

This **IMPROVEMENT AREA #1 LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of November 5, 2025, between the City of Manor, Texas (the “City”) and KB Home Lone Star Inc., a Texas corporation (the “Landowner”).

### **RECITALS:**

**WHEREAS**, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

**WHEREAS**, Landowner owns the Assessed Property described by a metes and bounds attached as Exhibit A-1 to this Agreement (the “Landowner’s Parcel”); and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land owned by the Landowner which is located within Improvement Area #1 of the Mustang Valley Public Improvement District (the “District”) in the City; and

**WHEREAS**, other persons not party to this Agreement own certain land within the District (the “Assessed Property Not Owned by Landowner”) which is more particularly described by Exhibit A-2; and

**WHEREAS**, contemporaneously herewith, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the “Assessment Ordinance”) relating to the Improvement Area #1 Improvements and has approved the Mustang Valley Public Improvement District Service and Assessment Plan (as updated and amended, the “Service and Assessment Plan”) which is incorporated herein for all purposes, and has levied an assessment on the Assessed Property in Improvement Area #1 of the District that will be pledged as the security for payment of bonds or other obligations to pay the costs of constructing the Improvement Area #1 Improvements.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

### **APPROVAL OF AGREEMENTS**

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

### **I.** **AGREEMENTS OF LANDOWNER**

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

- (i) the creation and boundaries of the District, the boundaries of the Landowner's Parcel, which is located within Improvement Area #1 of the District, and the location and development of the Improvement Area #1 Improvements on the Landowner's Parcel and on the property within and outside Improvement Area #1 of the District;
- (ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and
- (iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

- (i) the Assessments levied on Assessed Property within Improvement Area #1 of the District (the "Assessments") as shown on the Improvement Area #1 Assessment Roll, as the Improvement Area #1 Assessment Roll may be updated or amended from time to time;
- (ii) the Improvement Area #1 Improvements specially confer a benefit on Assessed Property within Improvement Area #1 of the District, and the Landowner's Parcel, in an amount at least equal to the Special Assessment levied on the Assessed Property, including the Landowner's Parcel, within Improvement Area #1 of the District, as such Special Assessment is shown on the Improvement Area #1 Assessment Roll;
- (iii) each Special Assessment is final, conclusive and binding upon Landowner and any subsequent owner of any of the Assessed Property, including the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Special Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;
- (iv) the obligation to pay the Special Assessment levied on the Assessed Property owned by the Landowner and any subsequent owner of any of the Assessed Property when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;
- (v) each Special Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Parcels constituting the Assessed Property, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipality ad valorem taxes, and is a personal liability of and charge against the owner of any Assessed Property regardless of whether such owner is named;
- (vi) the Special Assessment lien on the Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and

continues until the Special Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Special Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the Chapter 372 of the Texas Local Government Code, as amended (the "PID Act");

(viii) the owner of any Assessed Property may pay at any time the entire Special Assessment, with interest that has accrued on the Special Assessment, on any parcel in the Assessed Property;

(ix) the Annual Installments of the Assessments may be adjusted, decreased and extended; and, the Landowner and any subsequent owner of any Assessed Property shall be obligated to pay their respective revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has timely received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Improvement Area #1 Assessment Roll.

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay a Special Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, any purchaser, transferee or other subsequent owner shall take such Assessed Property or portion thereof, subject to all of the terms, conditions and provisions of the Service and Assessment Plan;

(ii) Landowner agrees to comply with the notice requirements set forth in Section 5.014, Section 5.0141 and Section 5.0143, Texas Property Code, as amended, and Landowner (on behalf of itself and each subsequent landowner) agrees that it has received all notices required by such provisions and hereby waives any rights it may have under such provisions relative to the termination of purchase and sale contracts related to land within the District; and

(iii) Landowner agrees to execute and provide the notices substantially in the forms set forth in the Service and Assessment Plan to any purchaser of the Landowner's Parcel or any part thereof.

## **II. OWNERSHIP AND CONSTRUCTION OF IMPROVEMENT AREA #1 IMPROVEMENTS**

A. Ownership and Transfer of Improvement Area #1 Improvements. Landowner acknowledges that the Improvement Area #1 Improvements and the land (or easements, as applicable) needed therefor shall be dedicated, conveyed, leased, or otherwise provided to or for the benefit of the City, as described in the Service and Assessment Plan. Landowner agrees to execute such conveyances and/or dedications as may be required by the City to evidence same.

B. Grant of Easement and License, Construction of Improvement Area #1 Improvements.

Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Landowner, grant and convey to the City (upon the Landowner's request) or Landowner (upon a City request) and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Improvement Area #1 Improvements on the property owned by the Landowner within Improvement Area #1 of the District, to stage on the property owned by the Landowner within Improvement Area #1 of the District construction trailers, building materials and equipment to be used in connection with such construction of the Improvement Area #1 Improvements and to provide for passage and use over and across parts of the property within Improvement Area #1 of the District as shall be reasonably necessary during the construction of the Improvement Area #1 Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Improvement Area #1 Improvements cause such owner of any of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Improvement Area #1 Improvements are complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Travis County, Texas.

## **III. COVENANTS AND WARRANTIES; MISCELLANEOUS**

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such parties enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Travis County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments and the priority of the lien related to the Assessments as described in this Agreement, or (iii) the construction of the Improvement Area #1 Improvements on property within Improvement Area #1 of the District, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

**B. Waiver of Claims Concerning Improvement Area #1 Improvements.** The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Improvement Area #1 Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:                   City of Manor, Texas  
   Attn: City Manager  
   105 E. Eggleston Street  
   Manor, Texas 78653

With a copy to:               The Knight Law Firm, LLP  
   Attn: Paige Saenz, City Attorney  
   223 W. Anderson Lane, Suite A-105  
   Austin, Texas 78752

To the Landowner:           KB Home Lone Star, Inc.  
   Attn: John Zinsmeyer  
   10800 Pecan Park Blvd. Suite 200  
   Austin, Texas 78750

With a copy to:               Attn: Ross Martin  
   Winstead PC  
   500 Winstead Building  
   2728 N. Harwood Street  
   Dallas, Texas 75201

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds or other obligations secured by Special Assessment revenues of the City or any part thereof to finance the costs of the Improvement Area #1 Improvements, are express beneficiaries of this Agreement and

shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Travis County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Travis County, Texas.

F. Effective Date.

This Agreement shall become and be effective upon the date of final execution by the latter of the City and the Landowner (the "Effective Date") and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within ten (10) days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Assessed Property, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Assessed Property upon payment in full of the Special Assessment(s) against such Assessed Property.

I. Anti-Boycott Verification. The Landowner hereby verifies that it and its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made pursuant to Section 2271.002, Texas Government Code, but only to the extent such section is applicable. As used in foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Landowner understands "affiliate" as used in this Section to mean an entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

J. Iran, Sudan and Foreign Terrorist Organizations. The Landowner represents that neither the Landowner, nor their parent company, wholly-or majority-owned subsidiaries, and other affiliates are a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.xlsx>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.xlsx>,  
<https://comptroller.texas.gov/purchasing/docs/fto-list.xlsx>.

The foregoing representation is made pursuant to Section 2252.152, Texas Government Code, and excludes the Landowner and each of the Landowner's parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Landowner understands "affiliate" as used in this Section to mean any entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

**K. Verification Regarding Energy Company Boycotts.**

The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made pursuant to Chapter 2276, Texas Government Code, as amended. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2276.001(1), Texas Government Code by reference to Section 809.001, Texas Government Code, shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

**L. Verification Regarding Discrimination Against Firearm Entity or Trade Association.**

The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made pursuant to Chapter 2274, Texas Government Code. As used in the foregoing verification and the following definitions:

- A. "discriminate against a firearm entity or firearm trade association," a term defined in Section 2274.001(3), Texas Government Code, (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association,

or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association; and

- B. "firearm entity," a term defined in Section 2274.001(6), Texas Government Code, means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and
- C. "firearm trade association," a term defined in Section 2274.001(7), Texas Government Code, means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. As used in this Section, the Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

The provisions of Article III Sections I through L shall survive expiration or earlier termination of this Agreement until the applicable statute of limitations has run.

[Signature pages to follow]

EXECUTED by the City and Landowner on the Effective Date.

Date: \_\_\_\_\_, 2025

## **CITY OF MANOR, TEXAS**

By: Dr. Christopher Harvey, Mayor

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas on behalf of said City.

(SEAL) \_\_\_\_\_  
Name printed or typed \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

## [Signature Page Landowner Agreement]

Date: October \_\_\_\_, 2025

**LANDOWNER**  
**KB Home Lone Star Inc.**  
a Texas Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS                    §  
    §  
COUNTY OF \_\_\_\_\_                    §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_, the \_\_\_\_\_ of KB Home Lone Star Inc, a Texas  
Corporation, on behalf of said corporation.

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Notary Public, State of Texas

[Signature Page Landowner Agreement]

## EXHIBIT A-1

### METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

#### METES AND BOUNDS

A DESCRIPTION OF 60.420 ACRES IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, SITUATED IN TRAVIS COUNTY, TEXAS, BEING ALL OF AMENDED PLAT HOLLEY-SMITH PHASE 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 202500005, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 60.420 ACRE TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped 1/2 inch iron rod found stamped "CBD SETSTONE" on the east line of a called 40.03 acre tract of land, conveyed to Bab Manor, LLC., by deed recorded in Document Number 20211614b2, Official Public Records, Travis County, Texas, being on the west line of a called 93.983 acre tract of land, conveyed to KB Home Lone Star, Inc., by deed recorded in Document Number 2021241104, Official Public Records, Travis County, Texas, and being the northwest corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, with the north line of said Amended Plat Holley-Smith Phase 1, and crossing said 93.983 acre tract of land, the following twenty-seven (27) courses and distances, numbered 1 through 27,

- 1) S63°15'09"E, a distance of 83.95 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE", at the beginning of a curve to the left,
- 2) Along said curve to the left, having a radius of 25.00 feet, an arc length of 39.36 feet, and a chord that bears S18°21'10"E, a distance of 35.42 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 3) S63°27'11"E, a distance of 125.47 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE", at the beginning of a curve to the left,
- 4) Along said curve to the left, having a radius of 470.00 feet, an arc length of 148.15 feet, and a chord that bears S72°29'00"E, a distance of 147.54 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 5) S81°30'49"E, a distance of 19.37 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 6) N26°32'49"E, a distance of 131.48 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 7) S81°30'49"E, a distance of 176.22 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 8) S08°29'11"W, a distance of 125.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 9) S81°30'49"E, a distance of 37.56 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 10) S08°29'11"W, a distance of 60.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE", at the beginning of a curve to the left,
- 11) Along said curve to the left, having a radius of 25.00 feet, an arc length of 44.40 feet, and a chord that bears S47°36'47"W, a distance of 38.79 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE", at the beginning of a curve to the left,
- 12) Along said curve to the left, having a radius of 270.00 feet, an arc length of 103.54 feet, and a chord that bears S14°14'46"E, a distance of 102.90 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 13) S81°30'49"E, a distance of 256.47 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 14) N76°21'39"E, a distance of 77.76 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 15) N76°06'33"E, a distance of 365.09 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 16) N71°57'51"E, a distance of 75.49 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 17) N62°22'46"E, a distance of 76.90 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 18) N52°41'03"E, a distance of 76.90 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 19) N44°59'34"E, a distance of 130.23 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 20) N18°25'49"E, a distance of 149.25 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 21) N08°20'50"E, a distance of 218.02 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 22) N17°20'45"E, a distance of 50.19 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 23) N65°08'09"W, a distance of 127.91 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE", at the beginning of a curve to the right,
- 24) Along said curve to the right, having a radius of 270.00 feet, an arc length of 24.79 feet, and a chord that bears N24°56'33"E, a distance of 24.78 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 25) N27°34'22"E, a distance of 30.56 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 26) S62°25'38"E, a distance of 125.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
- 27) N27°34'22"E, a distance of 64.00 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE", on the north line of said 93.983 acre tract of land, same being the south line of a called 12.334 acre tract of land, conveyed to The Layla

Trust, by deed recorded in Document Number 2020009667, Official Public Records, Travis County, Texas, and being a corner on the north line of said Amended Plat of Holley-Smith Phase 1,

**THENCE**, S62°13'24"E, with the north line of said Amended Plat Holley-Smith Phase 1, being the south line of said 12.334 acre tract of land, a distance of 1,441.70 feet to a 1/2 inch iron rod found, on the west line of F.M. Highway 973 (R.O.W. varies), at the northeast corner of said Amended Plat Holley-Smith Phase 1, at the beginning of a curve to the right,

**THENCE**, along the west line of said F.M. Highway 973, also being the east line of Amended Plat Holley-Smith Phase 1, the following two (2) courses and distances, numbered 1 and 2,

- 1) Along said curve to the right, having a radius of 2,764.79 feet, an arc length of 282.38 feet, and a chord that bears S24°12'52"W, a distance of 282.26 feet to a 1/2 inch iron rod found, and
- 2) S27°25'41"W, a distance of 1,164.39 feet to a 1/2 inch iron rod found, at the southeast corner of said Amended Plat of Holley-Smith Phase 1, also being the northeast corner of New Lot 1, Manor Senior High School, a subdivision recorded in Document Number 202400109, Official Public Records, Travis County, Texas,

**THENCE**, N62°32'47"W, with the south line of said Amended Plat Holley-Smith Phase 1, also being the north line of said Manor Senior High School, a distance of 2,808.00 feet to a 1/2 inch iron rod found, at the southwest corner of said Amended Plat Holley-Smith Phase 1, being on the north line of said Final Plat of Manor Senior High School, same being the southeast corner of said 40.03 acre tract of land,

**THENCE**, N26°45'24"E, with the east of said 40.03 acre tract of land, also being the west line of said Amended Plat Holley-Smith Phase 1, a distance of 341.20 feet to the **POINT OF BEGINNING** and containing 60.420 acres of land.

Surveyed by:



2/24/25

Eric J. Dannheim, R.P.L.S. NO. 6075  
*Carlson, Brigance and Doering, Inc.*  
IREG. #100248900  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160  
[edannheim@cbding.com](mailto:edannheim@cbding.com)



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)  
SURVEY DATE: MARCH 5, 2024

**EXHIBIT A-2**

**ASSESSED PROPERTY NOT OWNED BY LANDOWNER**

Lots 19-20, 22, 25, and 27 Block A; Lots 2, 3, 5, 8, 10-12, and 14-17, Block B; Lots 2-8, 10-12, 14, 15 and 17; Block C, Lots 6, 7 and 9, Block E; and Lots 19, 21, 23-26 Block F; Holley-Smith Phase 1, According to the map or plat thereof recorded as Document 202300219, of the Official Public Records of Travis County, Texas.